



ATTACHMENT A

1 kept in connection therewith, which said records constitute County records; and that all money  
2 constituting gross receipts from or in connection with the operation, holding and conducting of said  
3 fair, and through the use, possession and management of the fairgrounds, constitute County monies.

4 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

5 1. Association as agent for County under the authority of law applicable thereto, pursuant  
6 to Government Code section 25906 will hold and conduct said fair on County Fairgrounds on the  
7 dates designated by the Board of Directors of Association.

8 2. Association during the term hereof will annually present to the State Department of Food  
9 and Agriculture the premium list and those other documents for said fair, which said list and  
10 presentation hereof has constituted or shall constitute an application on the part of County to the  
11 Department of Food and Agriculture of the State of California, for the apportionment, if such has  
12 not heretofore been made, for the disbursement to County of monies from the State of California,  
13 Fairs and Expositions Fund of the full amount as by law allowed.

14 3. Association will pay all premiums awarded by the judges at said fair, subject to the prior  
15 approval of the premium list by the Department of Food and Agriculture and the necessary  
16 apportionment and disbursement of the required funds by the State of California provided:

17 A. That all premium awards are made in accordance with a published premium list,  
18 approved by the Department of Food and Agriculture as aforesaid, and applicable rules and  
19 regulations of the Department of Food and Agriculture; and

20 B. That certification of the awards of said premiums by said judges has been duly  
21 and regularly made and presented to County.

22 4. County will and does hereby constitute and appoint Association as agent of County  
23 pursuant to Government Code section 25906 for the following purposes: To manage, use and  
24 possess and to operate and conduct said fair, fairgrounds property and fairgrounds activities for the  
25 term of this Agreement, under the by-laws in force and effect on the date of this contract as indicated  
26 in Exhibit "A". The term of this Agreement shall commence the date first set forth above, and shall  
27 run through June 30, 2010, at which time it shall expire, unless extended pursuant to the terms of  
28 this Paragraph. Commencing April 1, 2006, and each April 1" thereafter (the "Renewal Date")

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1 during the term of this Agreement, the term of this Agreement shall be extended automatically,  
2 without action of the parties, for a period of one (1) beyond its then current expiration date, unless,  
3 prior to any Renewal Date, either party to this Agreement gives written notice to the other of its  
4 intent not to renew this Agreement. In the event such notice is given prior to any Renewal Date, then  
5 the term of the Agreement shall not be extended upon that or any subsequent Renewal Date and the  
6 Agreement shall expire at the end of its then remaining term, it being the intent of the parties that  
7 notice of nonrenewal be given not less than four (4) years prior to expiration of the Agreement.

8         5. Association will, subject to the laws of the State of California and County ordinances,  
9 rules and regulations, use and possess said fair and fairgrounds, and operate and conduct said fair  
10 and other activities within the limits and provisions of this Agreement to the end that said fair and  
11 other activities shall be conducted in accordance with the highest and best standards for the benefit  
12 of County and the State of California.

13         6. The real property known as the fairgrounds subject to this Agreement consists of APN  
14 Nos. 152-240-11, 352-240-12, 352-280-02 and 352-280-04.

15         7. Association agrees to bear, assume, pay and discharge all expenses and obligations  
16 incurred by it in connection with said fair from the funds provided to Association by County.

17         8. County shall pay to Association such sums as have been or may be appropriated by the  
18 State Department of Food and Agriculture to County from the Fairs and Expositions Fund of the  
19 State of California for the purpose of said fair and fairgrounds. County is not obligated to provide  
20 general fund monies for any activity contemplated by this Agreement.

21         9. Claims of any type made against Association shall be deemed to be claims against County.  
22 Association agrees that upon receipt of any document which purports to be a claim, it will forthwith  
23 forward such documents to the office of the clerk of the Board of Supervisors.

24         10. County agrees to defend and indemnify Association, its officers and employees against  
25 any claims made against such persons for personal injuries or property damage resulting from the  
26 negligence or willful misconduct of such persons occurring in the course of official duties.  
27 Association, its officers and employees shall cooperate in the defense of any action against County.

28         As part of its annual budget, the Board of Supervisors shall determine a direct services charge

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1 for Association which will reimburse County for its costs of such general liability risks of loss as  
2 arise from operation of the County Fair. By March 1 each year, County shall notify Association in  
3 writing of the amount of this charge. County shall compute and determine the amount of this charge  
4 using the same computational methods as it employs to develop and budget similar internal charges  
5 for the other departments of County Government. Association shall pay this charge in October of  
6 each year, or in the month immediately following adoption of County's final budget.

7 11. It is understood that at this time vehicles used by Association in connection with official  
8 duties are registered with the Department of Motor Vehicles in the name of Association. County  
9 agrees that it shall defend and indemnify Association, its officers and employees resulting from  
10 injuries to persons and property as the result of the negligence of willful misconduct of such persons.

11 Property damage to Association vehicles, whether caused by third persons or otherwise, shall  
12 be the sole responsibility of Association. By mutual agreement with County, Association may  
13 transfer title to such vehicles to County for management within County's fleet management program.  
14 In that event only, Association shall remit to County the mileage based internal charges applicable  
15 to the County departments. Fleet managed vehicles are replaced or repaired at County expense when  
16 depreciated or damaged.

17 12. The buildings, tenant improvements and all other fixed assets on the fairgrounds are  
18 property of County, and shall be financially protected against sudden and accidental loss or damage  
19 to the same extent as County insures or self-insures against these same risks of loss to other County  
20 owned properties and assets.

21 As part of its annual budget, the Board of Supervisors shall determine a direct service charge  
22 for Association that will reimburse County for its costs of such risk of property losses. By March  
23 1 each year, County shall notify Association in writing of the amount of this charge. County shall  
24 compute and determine the amount of this charge using the same computational methods as it  
25 employs to develop and budget similar internal charges for the other departments of County  
26 government. Association shall pay this charge in October of each year or in the month immediately  
27 following adoption of County's final budget.

28 13. Association will implement such loss control policies and procedures and keep records

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1 appropriate to the operations and management of the fairgrounds as are properly required of County  
2 departments. At least once annually association officer shall meet with County officers to review  
3 these policies and procedures.

4 14. In connection with any fair functions or fair sponsored function, Association shall require  
5 all concessionaires and sublessees to provide appropriate insurance and indemnity agreements to  
6 indemnify County and Association from any and all liability or loss due to negligent acts or willful  
7 misconduct of the concessionaires or sublessees. Risk Management shall provide to Association an  
8 annual schedule of all required insurance parameters with respect to type of coverage. County  
9 Counsel will provide the required indemnity language.

10 15. Association will accurately make and keep all records substantially in agreement with  
11 the accounting and procedures as illustrated in the FAIRS ADMINISTRATION MANUAL, issued  
12 by the Department of Food and Agriculture, Division of Fairs and Expositions, of all its transactions  
13 as an agent hereunder, and will, among other things, require and procure serially numbered receipts  
14 for any and all money received and detailed itemized invoices or other supporting documents for any  
15 and all money disbursed or expended by Association in connection with its executive management  
16 and control of said fair and fairgrounds. Association hereby agrees that all books, records and  
17 documents pertaining to said management and control shall be subject to examination by the State  
18 Department of Food and Agriculture and that all such books, records and documents shall be  
19 preserved by Association and remain public records.

20 16. Association shall retain and use all monies received by it from the conducting of said  
21 fair, and from the use, possession and management of said fair, and from the use, possession and  
22 management of fairgrounds, and shall pay therefrom all expenses incurred in connection with both.  
23 Association shall carry out all provisions of law relating to county fairs. In accordance with  
24 Government Code section 25906, Association agrees that an annual budget shall be submitted by it  
25 to and approved by the Department of Food and Agriculture after approval by the County Board of  
26 Supervisors, showing the estimated revenues and the proposed expenditures from all sources during  
27 the ensuing calendar year, and no funds shall be expended by such Association except pursuant to  
28 such budget.

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1           17. Association agrees to file with the clerk of the Board of Supervisors of County, and with  
2 the Department of Food and Agriculture, a certified copy of the minutes of each meeting of the  
3 Board of Directors of Association within twenty (20) business days after each meeting.

4           18. Association agrees to include and maintain within the text of its governing by-laws  
5 provision for the establishment and reservation of County directorships, upon its governing board  
6 of directors, which shall be five (5) in number.

7           19. County agrees that, in the matter of selecting its nominees for service on Association's  
8 governing board, it will follow the criteria contained within Association's current by-laws wherein  
9 the qualification of directors is set forth.

10           20. It is mutually agreed that County hereby delegates to Association the matter of hiring,  
11 terms of employment, discharge and all other personnel matters and shall be employees of  
12 Association. Such employees of Association shall not be members of the classified service of  
13 County and shall not be listed in the County Authorized Personnel Allocation Resolution. However,  
14 such employees shall be treated as County employees for the purpose of membership in CALPERS  
15 retirement programs as allowed by law. County agrees to provide, and Association agrees to pay for,  
16 the following employee benefits:

17           A. Workers' Compensation as required by statutes of the State of California, through  
18 County's Workers' Compensation Program.

19           B. The same health benefits as provided to County employees, through County's  
20 program, pursuant to the currently in force Memorandum of Understanding with the recognized  
21 employee organization representing the General, Professional and Supervisory Bargaining Units,  
22 excluding any benefits under the county's retiree health defined contribution plan.

23           C. Unemployment Insurance as required by statutes of the State of California.

24           D. Payment of payroll taxes due for participation in the Medicare portion of Social  
25 Security as required by federal law.

26           E. Long Term Disability and Life Insurance as provided to County employees  
27 pursuant to the currently in force Memorandum of Understanding with the recognized employee  
28 organization representing the General, Professional and Supervisory Units.

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1 F. County's Employee Assistance Program as provided to County employees  
2 pursuant to the currently in force Memorandum of Understanding with the recognized employee  
3 organization representing the General, Professional and Supervisory Bargaining Units.

4 As part of its annual budget, the Board of Supervisors shall determine a direct service charge  
5 for Association which will reimburse County for its costs of such workers' compensation risks of  
6 loss as arise on account of Association's employees. By March 1 each year, County shall notify  
7 Association in writing of the amount of this charge. County shall compute and determine the amount  
8 of this charge using the same computational methods as it employs to develop and budget similar  
9 internal charges for the other departments of County government. Association shall pay this charge  
10 in October of each year, or in the month immediately following adoption of County's final budget.

11 The Board of Supervisors shall from time to time establish the rates per pay period for the  
12 cost of County sponsored health benefits. Association agrees to pay County at this established rate,  
13 each pay period, for health benefits on the same basis as a County department.

14 As part of its annual budget, the Board of Supervisors shall determine a direct service charge  
15 for Association which will reimburse County for its costs to provide the life insurance, long term  
16 disability insurance and employee assistance programs specified above. County shall compute and  
17 determine the amount of this charge using the same computational methods as it employs to develop  
18 and budget similar internal charges for the other departments of County government. Association  
19 shall pay this charge to County quarterly each year.

20 It is agreed that as to employees, the type and level of employee benefits, other than those  
21 required by law, may be established by the Association board of directors.

22 21. As part of its annual budget, the Board of Supervisors shall determine a direct service  
23 charge for Association which will reimburse County for its costs for PERS retirement by May 1 of  
24 each year. County shall notify Association of the PERS cost for the following fiscal year.

25 22. That Association agrees that all routine contracts which it executes, including but not  
26 limited to, exhibit space, concession services and non-fair usage shall have the approval of a quorum  
27 of the Board of Directors of Association and shall be recorded in the minutes of the meeting.

28 23. Association and County agree that with respect to the commitment or expenditures of

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1 any funds allocated by an executive order of the State Department of Food and Agriculture pursuant  
2 to section 19630 of the Business and Professions Code, which provides regulations for the  
3 expenditure of state monies in support of capital improvement projects at fairs, the regular County  
4 procedure with respect to purchases and contracts must be followed.

5 24. It is mutually agreed that the solicitation, selection, supervision and any other  
6 employment related matters of the County Fair employees shall be the sole responsibility of  
7 Association, following such rules, agreements and policies established by Association.  
8 Remuneration for employees shall be set by Association.

9 25. The criteria for the establishment of the number and categories of employees and degrees  
10 of remuneration shall be in strict accord with the then-current state approved Association budget,  
11 wherein authorized personnel requirements are outlined. The criterion for job descriptions of all  
12 Association employees shall be in accord with those outlined by the State Personnel Board, which  
13 recognizes the special category of "Fairgrounds Employees" within the state's system.

14 26. This Agreement shall be without force or effect unless it is approved by the State  
15 Department of Food and Agriculture.

16 27. Association agrees to provide County with a complete cash audit of its operations under  
17 this Agreement if during the term of this Agreement, the State of California fails to perform such an  
18 audit.

19 28. The El Dorado County Fair Association Board of Directors shall annually, on or before  
20 March 1, and in conjunction with its budget review, submit to County in writing a general briefing  
21 and program review including a five (5) year plan projection.

22 29. That County Counsel be designed as legal advisor on an "as needed" basis for the Board  
23 of Directors, and only to the extent that County Counsel determines there is no conflict of interest  
24 between County and Association.

25 30. If any provision of this Agreement, or part thereof, is for any reason held to be invalid,  
26 the remaining sections shall not be affected but shall remain in full force and effect and to this end,  
27 the provisions of this Agreement are severable.

28 31. This Agreement supersedes and replaces that agreement entered into by the County and



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1 the Association for the same purposes, the term of which was January 1, 2005 through June 30,  
2 2005.

3 IN WITNESS WHEREOF, County has, by order of the Board of Supervisors, caused these  
4 presents to be subscribed by the Chairman of the Board and to be attested by the clerk of the Board,  
5 and Association has duly caused these presents to be subscribed by its duly authorized officers who  
6 have affixed the corporation seal of Association hereof, the day, month and year written below.

7 Dated: COUNTY OF EL DORADO  
8  
9 By Charlie Paine  
Chairman, Board of Supervisors 3/29/05

10 ATTEST:  
11 CINDY KECK, Clerk of the  
Board of Supervisors  
12 By Cindy Keck  
13 Deputy Clerk 3/29/05

15 Dated: 4/5/05  
16 EL DORADO COUNTY FAIR ASSOCIATION  
17 By Walter S. May  
President  
18 By Judy Keck  
19 Secretary-Manager

20 Per paragraph \_\_, this Agreement is approved:  
21 Dated: DEPT. OF FOOD AND AGRICULTURE,  
22 Division of Fairs and Expositions  
23 By Michael King  
Assistant Director

24 LBG/km  
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**EL DORADO COUNTY GRAND JURY 2018-2019**

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